

**Intellectual Property Office
SRI International
333 Ravenswood Avenue
Menlo Park, CA 94025**

Facsimile Transmittal Sheet

To: FAX Number: 650-961-8301

Attention: Steve Beyer
Company: Beyer, Weaver & Thomas, LLP

Date: 27 July 2000

From: Edward E. Davis
Manager, Intellectual Property
Direct phone: (650)-859-4022

Return messages to FAX number (650)-859-6420. Number of pages: 3 including this page.

The message contained in this facsimile is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, or exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you receive this communication in error, please notify us immediately by telephone (collect). Thank you.

Re: InCon
SRI Ref.: US-3879-3 (cip)
Your Ref.: SRI1P013X1

Steve,

Enclosed are both the Employment Agreement and the Termination Agreement for Nathan Williams.

Thanks for your help on this matter.

Regards.



EMPLOYMENT AGREEMENT



In consideration of my employment at SRI International, I agree:

1. To perform the duties assigned to me to the best of my ability, and to abide faithfully by SRI policies and practices.
2. To treat as confidential all results, intermediate and terminal, of SRI research activity in which I may participate or of which I may obtain knowledge during my employment, together with all formulae, specifications, secret processes, trade secrets, and such other confidential information belonging to SRI or its clients as may come to my knowledge in the course of or incidental to my employment, and that I shall at all times recognize and protect such property rights of SRI and its clients and not disclose same to unauthorized persons. Because much of the work done by SRI for the Government is classified, I am aware that my continued employment may depend on my ability to qualify for and to maintain an appropriate Government clearance. I also agree that I will not divulge to any unauthorized persons any classified information revealed to me during the period of my employment, and that all classified material received or generated by me will be handled in accordance with SRI Security Guide. I further warrant that to the best of my knowledge I do not at the time of my employment have in my possession, or under my control, any material which contains "CLASSIFIED INFORMATION" as defined in U.S. Government Industrial Security directives.
3. To promptly disclose to SRI all discoveries, improvements, and inventions, including software, conceived or made by me during the period of my employment, and I agree to execute such documents, disclose and deliver all information and data, and to do all things which may be necessary or in the opinion of SRI reasonably desirable, in order to effect transfer of ownership in or to impart a full understanding of such discoveries, improvements and inventions to SRI or to its nominee and to no other. I agree to comply with every reasonable request of SRI, its nominee, or the representative of either, for assistance in obtaining and enforcing patents. I understand that termination of this employment shall not release me from my obligations hereunder (as well as paragraph 2 above) provided, however, that time actually spent by me in discharging these obligations after termination of my employment shall be paid for by SRI at a reasonable rate. It is, of course, understood and agreed that I accept no responsibility for any out-of-pocket fees, costs, or expenses incurred or involved in the preparation, filing or prosecution of any application for patent or in the prosecution or defense of any litigation involving the same, and that I shall be reimbursed by SRI for any expense to which I may be put at the request of it or its nominee hereunder. This agreement does not apply to an invention which fully qualifies for the exclusion under Section 2870 of the California Labor Code which is reprinted on the reverse side of this agreement. However, all such inventions must be disclosed so that a determination can be made that they do in fact qualify for exclusion. All such disclosures will be treated as confidential.
4. That with respect to the subject matter thereof, this agreement covers my entire agreement with SRI, superseding any previous oral or written understandings or agreements with SRI or any representative thereof.
5. That my employment is not for any particular term and therefore this agreement is terminable, with immediate effect, at the will of either party.

Helena, Montana
Executed at Menlo Park, California this 16 day of January, 1995

A handwritten signature of James F. Carl.

Witness to Signature

A handwritten signature of Nathan Williams.

Staff Member

(Nathan Williams)

(print name)

By A handwritten signature of the Human Resources department for SRI International.

Human Resources, for SRI International

**MEMO**

TO: Nate Williams DATE: 1/28/00
FROM: Office of the General Counsel LOC: Menlo Park
SUBJECT: Your Termination and Sensitive Information

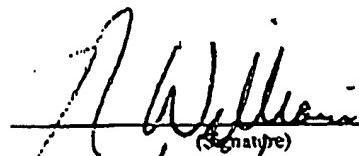
This memo is to remind you of your obligation to hold in confidence sensitive business and technical trade secret information of SRI International which you have been exposed to in the course of your employment at SRI.

During the time that you have been with SRI, you have necessarily received information which is useful and valuable to SRI and its clients, and is not generally known to persons outside SRI. It is particularly important to SRI that this information be appropriately protected. Consequently, as stated in your Employee Agreement, subsequent to your departure from SRI you have a continuing obligation not to use or to disclose such information to anyone.

Most likely you are already aware of the specific technical and business information that SRI considers to be a trade secret. Such information may be included in technical, scientific or business records, lab notebooks, notes, reports, blueprints, drawings, software and computer programs, client and vendor lists which should be left at SRI. If you have specific questions concerning what SRI considers to be trade secret information feel free to contact your direct supervisor or the Office of the General Counsel.

If in the future you desire to use or disclose any technical or business trade secret information that may be a trade secret of SRI, please contact us for written permission to use or to disclose it!

I have received and read a copy of this letter.



(Signature)

1/31/2000
(Date)